



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

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September 07, 2010

#13 SEPTEMBER 7, 2010

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO CONTRACT WITH THE
 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA FOR THE PROVISION OF
 OUTSTATIONED ELIGIBILITY WORKERS IN DESIGNATED PARTICIPATING PROVIDER
 FACILITIES
 (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks to contract with Hospital Association of Southern California (HASC) for the provision of outstationed Eligibility Workers in designated Participating Provider facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DPSS or his designee to execute a contract (substantially similar to the attached contract) with the HASC and accept reimbursement for outstationing DPSS Eligibility Workers in participating hospitals and physician organizations to take and process public benefit applications for referred, financially needy patients during or soon after hospitalization.

The term of the new contract is for five years, effective the date of execution through August 31, 2015. This contract may be terminated at any time without cause by either party, effective no sooner than 30 days after a written notice of termination has been issued and received.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will enable the Department to continue providing the HASC and their

designated Participating Providers with eligibility staff to take and process public benefit applications for financially needy patients.

The Medical Outreach Program is a public/private partnership that furthers the healing process for ill or injured people who need medical care. Moreover, the Medical Outreach Program improves the patient community access to the benefits provided by DPSS, thereby reducing potential unpaid services burden on County healthcare providers. Healthcare providers are then better able to fiscally support the vital emergency medical services in their communities.

Implementation of Strategic Plan Goals

The recommended contract is consistent with the principles of the Countywide Strategic Plan, Goal 2: Children, Family, and Adult Well-Being: Enhance economic and social outcomes through integrated, cost-effective and client-centered supportive services; Strategy 1: Client-Centered Integrated Services: Develop and implement client-centered approaches through integrated services and best practices. It is also consistent with Strategic Plan, Goal 4: Health and Mental Health: Improve health and mental health outcomes and efficient use of scarce resources, by promoting proven service models and prevention principles that are population-based, client-centered and family-focused.

FISCAL IMPACT/FINANCING

There is no negative financial impact for the County. Under the contract, HASC will reimburse the County for fees not covered by State/federal payments.

The new contract will include measures to ensure DPSS bills HASC and is reimbursed as required. In addition, this contract does not preclude DPSS from collecting for past services as allowed by the December 20, 1994 Memorandum of Understanding (MOU) and its amendments. This new contract refines reimbursement language to strengthen DPSS' ability to collect prospectively.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

HASC, founded in 1923, is a not-for-profit 501(c)(6) regional trade association. The mission of HASC is to serve the political, economic, informational and educational needs of hospitals and to help improve the quality and accessibility of health services.

A MOU with HASC was originally adopted by the Board of Supervisors on December 20, 1994 to assign Eligibility Workers to designated members and Participating Providers for the purpose of processing Medi-Cal applications. The new Contract aims to improve these services and effects HASC's commitment to reimburse the County's cost to the extent that these costs are not covered by State and federal funds.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

HASC will not ask the County to perform services which will exceed the scope of work and contract term.

The contract is in compliance with all Board and Chief Executive Office requirements and has been

approved as to form by County Counsel.

CONTRACTING PROCESS

This Contract with HASC replaces the December 20, 1994 MOU and provides more specific language throughout, but primarily in the Compensation section.

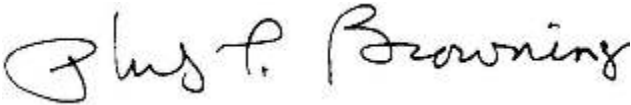
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract will not result in reduced services.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING
Director

PLB:vn

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**DEPARTMENT
OF
PUBLIC SOCIAL SERVICES**



CONTRACT
by and between
COUNTY OF LOS ANGELES
and
HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

Prepared by:
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

September 2010

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

This CONTRACT is made and entered into this _____ day of _____ 2010, by and between the COUNTY of Los Angeles, Department of Public Social Services (DPSS), hereinafter referred to as COUNTY, and Hospital Association of Southern California (HASC) hereinafter referred to as "HASC", or CONTRACTOR. HASC is located at 201 North Figueroa Street, 4th Floor, Los Angeles, California 90012.

RECITALS

WHEREAS, HASC desires to have COUNTY'S Medi-Cal Eligibility Worker staff assigned to designated private hospitals, private clinics and physician organizations (herein "the Participating Providers") for purposes of processing benefit applications;

WHEREAS, the COUNTY has the ability to outreach other programs (i.e., Food Stamps) and also accept and process applications in a hospital setting for these programs;

WHEREAS, the COUNTY is willing to provide outstationed Eligibility Workers on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 APPLICABLE DOCUMENTS

- 1.1 Attachments A, B, C, D, E, F, and G as set forth below, are attached to and form a part of this Contract.
- 1.2 COUNTY shall notify HASC in writing of any change in the name or address of the Contract Manager. The Contractor's Project Manager is designated in Attachment C, Contractor's Administration.
- 1.3 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, between the body of this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Statement of Work (SOW) Exhibits and the Attachments according to the following priority:

Attachment A: Statement of Work

Attachment B: Safely Surrendered Baby Law Fact Sheet

Attachment C: Contractor's Administration

Attachment D: COUNTY's Administration

Attachment E: Non-employee Injury Report

Attachment F: Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program Form

Attachment G: Defaulted Property Tax Reduction Program Ordinance 2.206

- 1.4 This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

BUSINESS DAYS: Business days are Monday through Friday, excluding COUNTY holidays.

BWS DIVISION: Bureau of Workforce Services Division within DPSS, with responsibility for the oversight of the operations and administration of eligibility services by Eligibility On Site (EOS) workers at the Participating Providers.

CONTRACTOR CONTRACT MANAGER (CCM): CONTRACTOR shall provide a Contractor Contract Manager CCM and alternate who will act as liaison with DPSS and be responsible for the management and coordination of CONTRACTOR's responsibilities at the Participating Providers under this Contract. CCM shall oversee the **program** operations.

CONTRACTOR STAFF: CONTRACTOR shall provide and ensure there is sufficient staff with professional background, experience and expertise to provide the services required in the Statement of Work.

COUNTY CONTRACT ADMINISTRATOR (CCA): The person designated by the COUNTY to administer the Contract. The CCA is responsible for the Contract and providing direction to CONTRACTOR in the areas relating to policies, procedures, and requirements.

COUNTY CONTRACT PROGRAM DIRECTOR (CPD): COUNTY will designate one person in DPSS at the level of HSA III/District Director (Medi-Cal Outreach District) who will act as the CPD for COUNTY and provide overall direction and coordination of COUNTY contract related activities through the COUNTY Operations Manager(s).

COUNTY OPERATIONS MANAGER (COM): Person(s) at the level of HSA I/Deputy District Director at the District who are designated by COUNTY Contract Program Director to manage the day-to-day activities of the Contract and of the Eligibility Workers outstationed at Participating Providers through the Eligibility Supervisors. The COUNTY Program Manager is also responsible for random sample inspections of tasks, deliverables, goods, services and other work provided by the HASC.

DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): A COUNTY Department that serves an ethnically and culturally diverse community of low-income residents of Los Angeles, which provides the following benefits and services: temporary financial assistance and

employment services for families and individuals; free and low-cost health care insurance for families with children, pregnant women and aged/blind/disabled adults; food benefits for families and individuals; In Home Supportive Services for elderly and disabled individuals; financial assistance for disabled individuals, and advocacy for federal disability benefits for those disabled individuals.

DIRECTOR: The Director of the DPSS, COUNTY of Los Angeles, or his/her Authorized/designated Representative(s).

ELECTRONIC BENEFITS TRANSFER (EBT): An electronic system by which benefits are allocated by DPSS and accessed/used by participants.

ELIGIBILITY WORKER (EW): A COUNTY employed and trained individual who is expert in benefit eligibility determination. The EW interviews applicants and processes public benefit applications. The EW also communicates with healthcare providers to assist in resolving problems with applications that are pending or approved.

FISCAL YEAR: The twelve (12) month period beginning July 1st and ending the following June 30th.

FULL-TIME EQUIVALENT (FTE): FTE is defined by the Government Accountability Office (GAO) as the number of total hours worked divided by the maximum number of compensable hours in a work year as defined by law. An example: Two full-time positions (40 hours per week), two part-time positions (20 hours per week), and one (.80) part-time position (32 hours per week), equals 3.8 FTE.

HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA (HASC): Founded in 1923, is a not-for-profit 501(c)(6) regional trade association. The mission of HASC is to serve the political, economic, informational and educational needs of hospitals and to help improve the quality and accessibility of health services.

LOS ANGELES ELIGIBILITY AUTOMATED DETERMINATION EVALUATION AND REPORTING SYSTEM (LEADER): Los Angeles Countywide system which determines and evaluates public assistance eligibility based on reported information.

MEDI-CAL ELIGIBILITY DATA SYSTEM (MEDS): An eligibility data system which maintains Medi-Cal benefits records; establishes a 15-month history of Medi-Cal eligibility; controls issuance of all Benefit Identification Cards (BIC); provides Medi-Cal eligibility information to the fiscal intermediaries for claim processing; controls overlapping eligibility for Health Care Programs (HCP) and fee-for-service benefits; and is also used for earnings clearances, and quality control.

MONTHLY STATISTICAL REPORT: The report provided monthly to CCA with a copy to the COM, SOW Exhibit 5.0, Specific Tasks, such as reporting site application rates, progress, program accomplishments and/or statistical data.

PARTICIPATING PROVIDERS: Healthcare providers who sub-contract with HASC to have DPSS Eligibility Workers provide Eligibility On-Site (EOS) services.

The contract applies to "HASC designated private hospitals, private clinics and physician organizations, collectively referred to as "the Participating Providers". The parties hereto

agree that the Contract shall apply to all health care providers that are mutually acceptable to the parties.

PROGRAM SECTION: A section/division in DPSS, that is responsible for the administration of all public assistance programs available within the Department. This section is responsible for interpreting State and Federal benefit programs regulations for DPSS staff. In addition, the program section is responsible for the development and distribution of new policies, procedures and provisions of technical assistance to eligibility staff to ensure program requirements are met.

PHYSICIAN ORGANIZATION: A group practice of physicians organized as, but not limited to, the following: a partnership, a partnership of professional corporations, a medical group, a foundation, or an independent practice association.

SOFT JOB SKILLS: Behavior that enhances an employee's working relationship with fellow employees, subordinates and superiors while performing the job effectively.

STATEMENT OF WORK (SOW): The portion of this Contract which describes the specific requirements for services and deliverables associated with these services and the relationship that will exist between HASC and COUNTY.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, DPSS and HASC shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Contract and in the attached Statement of Work.
- 3.2 If DPSS or HASC provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, or after the expiration or termination of the Contract, it shall be deemed to be a gratuitous effort and give rise to no claim against the other party.

4.0 TERM OF CONTRACT

The term of this Contract is for five (5) years commencing September 1, 2010 to August 31, 2015. This Contract may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice.

5.0 COMPENSATION

- 5.1 HASC shall reimburse COUNTY for all costs of Eligibility Workers and all support costs (including but not limited to such managerial positions as are required for effective management and supervision of the program), consistent with staff State regulations for claiming reimbursement for functions described herein to the extent the cost of these functions exceeds the amount for which COUNTY is reimbursed by the State and federal government (herein "Excess Costs").

If, as the result of this Contract, the COUNTY incurs EXCESS COSTS, the COUNTY shall bill HASC for the non-federal costs that the COUNTY would otherwise have to incur. Only claimable EXCESS COSTS attributable to the full-time equivalents serving under this Contract shall be billed. COUNTY shall not incur any costs under this Contract.

- 5.2 COUNTY shall bill HASC directly, in arrears, on a quarterly basis. Such bills shall be mailed or faxed by COUNTY to HASC.
- 5.2.1 The quarterly amount billed will be an estimate as determined by the methodology delineated in section 5.3 below. In the event the estimated payment is low, the COUNTY will bill HASC when the COUNTY receives the final fiscal year reconciliation from the State. If the estimated or initial payment is too high, the COUNTY will refund the excess payment to HASC in accordance with section 5.8, when the COUNTY receives the final fiscal year reconciliation from the State.
- 5.2.2 A bill shall be comprised of a cover letter explaining the charges, a Statement of Charges, Productivity Reports, and a Billing Computation Summary. The bill shall be prepared quarterly by COUNTY. Relevant productivity reports shall be prepared by COUNTY and shared with HASC on a monthly basis.
- 5.3 The COUNTY shall provide, by attachment with each quarterly billing, a tabulation of staffing and support costs consistent with State claiming guidelines and only for the full-time equivalents associated with this Contract.
- 5.3.1 Billing shall be based on that non-federal portion of the actual claimable cost per Eligibility Worker serving under this Contract which is not expected to be funded by the State due to EXCESS COSTS.
- 5.3.2 The quarterly billing shall be based upon the actual FTEs serving under this Contract, as determined under Attachment A, Section 2.4.2, during the quarter previous to the quarter in which the bill is presented.
- 5.4 Within 45 days of the quarterly billing from the COUNTY, HASC will make payment to the address designated by DPSS on the billing, address specified on 5.4.4, hereunder.
- 5.4.1 If, after 45-days from the date the COUNTY has billed HASC and HASC has not submitted payment, the COUNTY will re-bill HASC any delinquent amount plus a penalty of six (6) percent of the delinquent amount. An additional one (1) percent penalty will be added to the unpaid balance remaining at the end of the calendar month. The assessment of the penalty shall not be contingent upon the COUNTY re-billing HASC.
- 5.4.2 If, during the 45-day billing period, the billing must be recalculated and resubmitted to HASC, the 45-day billing period will commence with the submission date of the revised billing.
- 5.4.3 Notwithstanding anything to the contrary herein, if HASC challenges the validity of any bill submitted by the COUNTY within 30 days after the submission of a complete bill, the 45-day billing period shall be suspended until such challenge is resolved to the mutual satisfaction of the parties. The 45-day billing period shall be waived only upon the settlement of disputes in favor of HASC. If the dispute is settled in favor of the COUNTY, HASC is liable for the delinquent amount plus any applicable penalty.
- 5.4.4 HASC payment to DPSS should be made payable to:

DPSS Cashier for Los Angeles County
Attention: Collins Nweke
Fiscal Management Branch
3435 Wilshire Blvd., 26th Floor
Los Angeles, CA 90010

- 5.5 In the event that the COUNTY's reimbursement from the State for administrative services outlined herein is subsequently reduced by an audit exception, HASC will reimburse the COUNTY for the amount of such reduction.

In the event that the COUNTY's reimbursement from the State for administrative services outlined herein should subsequently be increased as a result of a successful audit appeal **or otherwise**, the COUNTY will reimburse HASC for the amount of such increase.

- 5.6 HASC will not hold COUNTY responsible, financially or otherwise, for any action taken by the California Department of Health Care Services which would require the removal of COUNTY eligibility staff from any of the designated Participating Providers or termination of this Contract in part or whole prior to the expiration of this Contract.
- 5.7 Payments made under this Contract are subject to final State and federal fiscal year reconciliations. If the reconciliations result in additional expenses incurred due to services provided under this Contract, the COUNTY shall bill HASC for these additional costs. If the reconciliations result in reduced costs that reduce the EXCESS COSTS incurred under this Contract, the COUNTY shall reimburse the HASC for the difference. Refunds due to HASC shall be made within 30 days of State/federal notification of the final year-end reconciliation results.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following sub-paragraphs is designated in Attachment D – COUNTY's Administration. The COUNTY shall notify HASC in writing of any change in the names or addresses shown.

6.1 COUNTY Contract Program Director (CPD):

COUNTY will designate one person in DPSS at the level of HSA III/District Director (Medi-Cal Outreach Director) who will act as the CPD for COUNTY and provide overall direction and coordination of COUNTY contract related activities through the COUNTY Contract Program Manager(s).

6.2 COUNTY Operations Manager (COM)

Person(s) at the level of HSA I/Deputy District Director at the District who is/are designated by COUNTY Contract Program Director to manage the day-to-day activities of the Contract and, via Eligibility Supervisors of the Eligibility Workers outstationed at Participating Providers. The COUNTY Operations Manager (COM) is also responsible for random sample inspections of tasks, deliverables, goods, services and other work provided by HASC.

6.3 COUNTY Contract Administrator (CCA)

COUNTY will designate one person in the DPSS Contract Management Division who will act as the CCA for COUNTY for all policies, procedures, requirements, and information pertaining to this Contract. Specifically, the CCA or alternate shall:

- 6.3.1 Provide direction to HASC in areas relating to contract policy, procedural requirements, service performance requirements, and other information pertaining to the Contract.
- 6.3.2 Not be authorized to make any changes in the Standard Terms and Conditions of this Contract and shall not be authorized to obligate COUNTY in any way whatsoever.
- 6.3.3 Inform HASC of the name, address and telephone number of the CCA, in writing, and at anytime thereafter a change of CCA is made.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all HASC Administration referenced in the following sub-paragraphs is designated in Attachment C – Contractor's Administration. HASC shall notify COUNTY in writing of any change in the names or addresses shown.

7.1 Contractor's Contract Manager (CCM)

HASC shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the management and coordination of HASC's responsibilities at the Participating Providers under this Contract. The names of the Contract Manager and alternate shall be identified, in writing, prior to the award of the Contract and at anytime thereafter, when a change of Contract Manager or alternate is made. The Contract Manager shall oversee the Participating Providers' activities related to Eligibility On Site (EOS) program operations. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

- 7.1.1 Have full authority to act for HASC on all Contract matters relating to the daily operation of this Contract.
- 7.1.2 Be available during work hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY and scheduled HASC holidays to provide services as specified under the terms of this Contract, respond to COUNTY inquiries and provide services to COUNTY during work hours pursuant to the Scope of Work hereunder.
- 7.1.3 Shall be available to respond to COUNTY inquiries within twenty-four (24) hours.
- 7.1.4 Be able to read, write, speak and understand English fluently.
- 7.1.5 Shall notify COUNTY in writing of any change in the name or address of HASC's Contract Manager.

7.2 Staff

- 7.2.1 HASC shall require the Participating Providers to provide and ensure there is sufficient staff with professional background, experience and expertise to provide the services required in the Statement of Work.
- 7.2.2 HASC staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

8.0 CONFIDENTIALITY

- 8.1 HASC and COUNTY shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 8.2 HASC shall inform all of its officers, employees, agents and Participating Providers providing services hereunder of the confidentiality provisions of this Contract.

9.0 STANDARD TERMS AND CONDITIONS

9.1 AMENDMENTS/CHANGE NOTICES

- 9.1.1 The COUNTY's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or CEO, subject to agreement by HASC. To implement such changes, an Amendment to the Contract shall be prepared by the COUNTY and executed by the Contractor and by the DPSS Director.
- 9.1.2 The COUNTY reserves the right to initiate Change Notices that do not affect the scope of work, Contract term, Contract sum, payments, or other material term of the contract. All such changes shall be accomplished with an executed Change Notice signed by HASC and the COUNTY CCA.
- 9.1.3 The DPSS Director or designee may prepare and sign amendments to the Contract without further action by the COUNTY Board of Supervisors, apart from appropriating sufficient funds, under the following conditions:
 - 9.1.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
 - 9.1.3.2 DPSS shall obtain the approval of COUNTY Counsel and CEO for an amendment to this Contract.
 - 9.1.3.3 DPSS Director will file a copy of all amendments with the Executive Office of the COUNTY Board of Supervisors and CEO within fifteen (15) days after execution of each amendment.

- 9.1.3.4 The COUNTY Board of Supervisors and the State of California has appropriated sufficient funds.

9.2 ASSIGNMENT AND DELEGATION

- 9.2.1 HASC and COUNTY shall not assign their rights or delegate their duties under this Contract, or both, whether in whole or in part, without the prior mutual consent of either party, at their discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, mutual consent of the parties shall require a written amendment to the Contract, which is formally approved and executed by the parties.
- 9.2.2 Any assumption, assignment, delegation, or takeover of any of HASC's duties, responsibilities, obligations, or performance of same by any entity other than HASC, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without prior mutual consent, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against HASC as it could pursue in the event of default by HASC.

9.3 AUTHORIZATION WARRANTY

HASC represents and warrants that the person executing this Contract for HASC is an authorized agent who has actual authority to bind HASC to each and every term, condition, and obligation of this Contract and that all requirements of HASC have been fulfilled to provide such actual authority.

9.4 CHILD/ELDER ABUSE/FRAUD REPORTING

- 9.4.1 HASC and COUNTY staff working under the terms of this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 9.4.2 HASC and COUNTY staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports shall be made by telephone to the Department of Community & Senior Services hotline at (800) 922-1660 within three (3) business days and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.4.3 HASC and COUNTY staff working under the terms of this Contract shall also immediately report all suspected or actual welfare fraud situations to the

COUNTY via the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222.

9.5 COMPLIANCE WITH APPLICABLE LAWS

In the performance of this Contract, HASC and COUNTY shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

COUNTY and HASC hereby assure that they will comply with Subchapter IV of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract

9.7 CONFLICT OF INTEREST

COUNTY and HASC shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. HASC and COUNTY warrant that they are not aware of any facts that create a conflict of interest. If HASC and COUNTY hereafter become aware of any facts that might reasonably be expected to create a conflict of interest, the parties shall immediately make full written disclosure of such facts. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

9.8 EMPLOYMENT ELIGIBILITY VERIFICATION

9.8.1 COUNTY and HASC warrant that they fully comply with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. HASC and COUNTY shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. HASC and COUNTY shall retain all such documentation for all covered employees for the period prescribed by law.

9.8.2 COUNTY and HASC shall indemnify, defend, and hold harmless each parties' agents, officers, and employees from employer sanctions and any other liability which may be assessed against HASC or the COUNTY in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work on behalf of the indemnifying party under this Contract.

9.9 FAIR LABOR STANDARDS

COUNTY and HASC shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless each parties' agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the indemnifying party's employees.

9.10 FORCE MAJEURE

Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

9.11 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. COUNTY and HASC agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agree and consent that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

9.12 INDEPENDENT CONTRACTOR STATUS

9.12.1 This Contract is by and between the COUNTY and HASC and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and HASC. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.12.2 HASC shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of HASC.

9.12.3 HASC understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the COUNTY and not employees of HASC and the Participating Providers. COUNTY shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to COUNTY employees only as a result of any injuries arising from or connected with any work performed by or on behalf of the COUNTY pursuant to this Contract.

- 9.12.4 COUNTY and HASC shall adhere to the provisions stated in sub-paragraph 8.0 - Confidentiality.

9.13 MUTUAL INDEMNIFICATION

- 9.13.1 HASC shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with HASC's acts and/or omissions arising from or related to this Contract.
- 9.13.2 HASC shall require each Participating Provider to agree to indemnify, defend and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to the operations or services of the Participating Provider, which may result from bodily injury, death, personal injury, or property damage including damage to property owned by or in the care, custody or control of the designated Participating Provider.
- 9.13.3 This provision is not intended not shall it be construed to require HASC or any Participating Provider to indemnify COUNTY for any COUNTY liability independent of that of HASC or any Participating Provider, respectively, nor to cause HASC or any Participating Provider to be subject to any liability to any third party (either directly, or as an indemnitor) in any case where the HASC liabilities or any Participating Provider liabilities, respectively, would not otherwise exist. Rather, the purpose of this Section 9.13 is to assure the COUNTY and its agents, officers and employees will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against COUNTY or such agents, officers, or employees resulting from the actions or omissions of HASC or any of the Participating Providers in connection with their operations or services under this Contract.
- 9.13.4 COUNTY shall indemnify, defend and hold harmless HASC from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from or related to this Contract.

9.14 GENERAL LIABILITY COVERAGE

Each party shall maintain General Liability coverage with limits of not less than \$1 million/occurrence and \$2 million aggregate. The COUNTY, at its sole option, shall self-insure any liabilities arising out of its indemnity obligations as specified in sub-paragraph 9.13.

9.15 NONDISCRIMINATION AND AFFIRMATIVE ACTION

COUNTY and HASC certify and agree that all persons employed by them, their affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

9.16 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

9.16.1 Notice of Meetings

COUNTY shall provide appropriate levels of staff at all meetings requested by the HASC. HASC will give five (5) business days prior notice to COUNTY of the need to attend such meetings. COUNTY may verbally request meetings with the HASC, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both HASC and the COUNTY.

9.16.2 Delivery of Notices

Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

9.16.3 Notices to the HASC

Any such notice and the envelope containing same notice shall be addressed to HASC at its place of business:

Vice-President, Public Resources
Hospital Association of Southern California
515 South Figueroa Street, Suite 1300
Los Angeles, CA 90071-3322
Telephone: (213) 538-0700

9.16.4 Notices to the COUNTY

Notices and envelopes containing same notice to the COUNTY shall be addressed to:

Attn: Jon Minato, Chief
Bureau of Workforce Services, Division II
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746

9.16.5 Changes of Address

Either party can designate a new address by giving timely written notice to the other party.

9.16.6 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

9.16.7 Notice of Disputes

COUNTY shall bring to the attention of the COUNTY Contract Program Director (CPD) and/or COUNTY Operations Manager (COM) any dispute between the COUNTY and HASC regarding the performance of services as stated in this Contract. If the CPD or COM is not able to resolve the dispute, the Director of DPSS or designee shall resolve it.

9.16.8 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the COUNTY.

9.17 **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the COUNTY and HASC agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

9.18 **RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, COUNTY and HASC agree to use recycled-content paper to the maximum extent possible on this Contract.

9.19 **SAFELY SURRENDERED BABY LAW**

COUNTY and HASC acknowledge that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. COUNTY and HASC understand that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at their places of business. The COUNTY's Department of Children and Family Services will supply COUNTY and/or HASC sites with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

9.20 SHRED DOCUMENTS

COUNTY and HASC shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when COUNTY disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled while unshredded. HASC shall require Participating Providers to comply with this Section 9.20.

9.21 TERMINATION FOR CONVENIENCE

9.21.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by HASC and/or COUNTY to be in their best interest. Termination of work hereunder shall be effected by notice of termination to either party specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

9.21.2 After receipt of a notice of termination, and except as otherwise directed by either party, COUNTY shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice

9.22 TERMINATION FOR IMPROPER CONSIDERATION

9.22.1 COUNTY shall immediately report any attempt by a HASC officer or employee to solicit improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.22.2 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

9.23 TERMINATION FOR INSOLVENCY

9.23.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of HASC. HASC shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not HASC is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contract OR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for HASC; or
- The execution by HASC of a general assignment for the benefit of creditors.

9.23.2 The rights and remedies of the COUNTY provided in this Section 9.23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.24 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

COUNTY, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by COUNTY, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part the COUNTY or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the COUNTY to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the HASC may in its sole discretion, immediately terminate or suspend this Contract.

9.25 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

9.26 WAIVER

No waiver by COUNTY and HASC of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY and HASC to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 9.26 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.27 WARRANTY AGAINST CONTINGENT FEES

COUNTY and HASC warrant that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by COUNTY for the purpose of securing business.

9.28 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

HASC acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless HASC qualifies for an exemption or exclusion, HASC warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles COUNTY Code Chapter 2.206.

9.29 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of HASC to maintain compliance with the requirements set forth in Paragraph 9.28, "Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of HASC to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of HASC, pursuant to COUNTY Code Chapter 2.206.

9.30 RECORD RETENTION

9.30.1 COUNTY and HASC acknowledge that applicable portions of the Social Security Act require a provision be included in the Contract requiring COUNTY and HASC to allow the Secretary of the Department of Health and Human Services (HSS) and other authorized federal officials, access to COUNTY'S and HASC's books and records as they relate to services provided under this Contract. Therefore, if the value or cost of services rendered to HASC pursuant to this Contract is ten thousand dollars (\$10,000) or more over a twelve (12) month period, COUNTY and HASC agree as follows:

9.30.2 Until the expiration of five (5) years after the furnishing of any service pursuant to this Contract, COUNTY and HASC shall, upon written request, make available to the Secretary of HSS, the Secretary's duly authorized representatives, the Controller General, or the Controller General's duly authorized representatives, this Contract and such books, documents, and records as may be necessary to certify the nature and extent of the cost or value of services performed by the COUNTY and HASC hereunder.

9.30.3 If the COUNTY or HASC perform any of these duties hereunder by way of a subcontract with a related organization, and the value or cost of such subcontracted duties is ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the same effect as subparagraph 2.5.1.1 immediately above.

9.30.4 The availability of COUNTY and HASC books, documents and records shall be subject at all times to such criteria and procedures for seeking and obtaining access as may be promulgated by the Secretary of HHS by regulations or other applicable laws.

IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this Contract to become effective on the _____ day of _____, 2010.

HOSPITAL ASSOCIATION OF
SOUTHERN CALIFORNIA

COUNTY OF LOS ANGELES

By _____
James Barber, President and CEO

By _____
Philip L. Browning, Director

Date

Date

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By _____
David Beaudet
Deputy County Counsel

ATTACHMENT A
STATEMENT OF WORK

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PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no “wrong door” wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY’S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 STATEMENT OF WORK

1.1 OVERVIEW

Placement of DPSS Eligibility Workers at the Hospital Association of Southern California (HASC) designated Participating Provider facilities was developed by Los Angeles COUNTY Department of Public Social Services (DPSS) and HASC in 1990 to expand Medi-Cal access by placing LA County Eligibility Workers (EW) in HASC designated Participating Provider facilities to take and process DPSS benefit applications for financially needy patients.

1.2 PUBLIC/PRIVATE PARTNERS IN THE MEDICAL AND NUTRITIONAL HEALING PROCESS

The DPSS Benefit Outreach Program is a public/private partnership that furthers the healing process for ill or injured people who need medical care and/or improved nutrition access. It is comprised of:

- DPSS staff, sensitive to the community's needs, dedicated to facilitating benefits access to financially needy residents who need medical treatment and/or improved nutrition.
- Healthcare provider staff, sensitive to patients' needs, assisting financially needy patients to access DPSS benefits in the familiar, often more comfortable, settings where they received care.

1.3 SCOPE OF WORK

Contribute to improved health and/or improved nutrition of the community via easier access to the healthful alternatives provided by DPSS benefits and reduce the patient burden on COUNTY healthcare providers by reducing private healthcare providers' bad debt risk thus enabling them to provide vital emergency services to their communities.

1.3.1 COUNTY Responsibilities

- 1.3.1.1 Hire, train and supervise EWs assigned to hospital sites.
- 1.3.1.2 Assign/reassign EWs based on the number of applicants served at a Participating Provider site, the comparative number of applications at other sites, and the number of EWs available.
- 1.3.1.3 Provide services during regular work hours insofar as possible.
- 1.3.1.4 Process DPSS benefit applications for persons who request to apply for benefits.
- 1.3.1.5 Compile and provide to HASC monthly reports of assigned EWs and statistical information related to the EWs assignments, including EW staffing at Participating Providers, number of new applications, regular and Disability-based Medical Applications.
- 1.3.1.6 Maintain and provide to HASC a regularly updated staffing directory of all EWs assigned under this Contract.

- 1.3.1.7 Assure that assigned EWs conform to the reasonable rules and regulations of the Participating Providers, unless those rules conflict with COUNTY rules/regulations (in which case, COUNTY rules govern).
- 1.3.1.8 Suspend services upon notification from HASC that a particular Participating Provider is in default of payments to HASC. Suspension will continue until the default has been cleared.
- 1.3.1.9 Notify HASC of the suspension or termination of DPSS eligibility service. This may occur at any site, including those that fail to comply with the terms of this Contract, including but not limited to DPSS expectation for monthly rate of applicants, compliance with CalOSHA standards, etc.

1.3.2 **Increase/Decrease of Assigned EWS**

Subject to the provisions of Section 1.3.1, COUNTY Responsibilities, of this Contract, in the event HASC desires to increase or decrease the number of on-site EWs, it shall notify COUNTY of such desire in writing. COUNTY will make a good faith effort to comply with the request as soon as possible subject only to the number of applicants being served, availability of staff, and COUNTY'S budgetary considerations.

COUNTY has authority to reduce the number of allocated EWs, including to zero, for any of the following reasons: 1) a reduction in the State allocation for any reason, 2) a reduction in the Departmental budget and staffing allocation for any reason, 3) implementation of eligibility regulations that impacts the number of benefit program eligibles, 4) DPSS vacancies preclude maintaining the allocated level of EWs, 5) a reduction in the DPSS workforce is required, and/or 6) a reduction in the number of applications at a HASC Participating Provider site to a number that no longer supports assignment of an Eligibility On Site (EOS) EW. Although not obligated, COUNTY will make a good faith effort toward continued support of the EW Outreach program at Participating Provider sites.

1.3.3 **HASC Responsibilities**

HASC shall ensure that Participating Providers agree to the following:

- 1.3.3.1 Ensure confidentiality of DPSS records.
- 1.3.3.2 Ensure computer equipment and peripherals are secured in a locked room.
- 1.3.3.3 Provide EW staff with a lockable cabinet and/or drawer with keys.
- 1.3.3.4 Ensure that access to equipment and information are restricted to use by COUNTY EW staff.
- 1.3.3.5 Furnish supervisory, administrative and any other staff necessary to perform all services required of them by this Contract.
- 1.3.3.6 Provide access to private interviewing space to conduct confidential interviews.

1.4 KEY COUNTY PERSONNEL

1.4.1 COUNTY Contract Program Director (CPD)

COUNTY will designate one person in DPSS at the level of HSA III/District Director (Medi-Cal Outreach District) who will act as the Contract Program Director (CPD) for COUNTY and provide overall direction and coordination of COUNTY contract related activities through the COUNTY Contract Program Manager(s).

1.4.2 COUNTY Operations Manager (COM)

Person(s) at the level of HSA I/Deputy District Director at the District who is/are designated by COUNTY Contract Program Director to manage the day-to-day activities of the Contract and, via ESs, the Eligibility Workers outstationed at Participating Provider sites. The COUNTY Operations Manager (COM) is also responsible for random sample inspections of tasks, deliverables, goods, services and other work provided by HASC.

1.4.3 COUNTY Contract Administrator (CCA)

COUNTY will designate one person in the DPSS Contracts Management Division who will act as the **COUNTY** Contract Administrator (CCA) for COUNTY for all policies, procedures, requirements, and information pertaining to this Contract. Specifically, the CCA or alternate shall:

1.4.3.2 Provide direction to HASC in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.

1.4.3.3 Not be authorized to make any changes in the Standard Terms and Conditions of the Contract and shall not be authorized to obligate COUNTY in any way whatsoever.

1.4.3.4 Inform HASC of the name, address and telephone number of the CCA, in writing, anytime a change of CCA is made.

1.5 KEY CONTRACTOR PERSONNEL

1.5.1 Contractor's Contract Manager

HASC shall provide a Contractor Contract Manager (CCM) and alternate who will act as liaison with DPSS and be responsible for the management and coordination of HASC's responsibilities at the Participating Providers under this Contract. The names of the CCM and alternate shall be identified, in writing, prior to the award of the Contract and at anytime thereafter, when a change of CCM or alternate is made. The CCM shall oversee the EOS program operations. CCM and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the CCM or his/her alternate shall:

1.5.1.1 Have full authority to act for HASC on all Contract matters relating to the daily operation of this Contract.

- 1.5.1.2 Be available to respond to COUNTY inquiries within twenty-four (24) hours.
- 1.5.1.3 Be able to read, write, speak and understand English fluently.
- 1.5.1.4 Notify COUNTY in writing of any change in the name or address of HASC's Contract Manager.

1.5.2 HASC Staff

- 1.5.2.1 HASC shall require the Participating Providers to provide and ensure there is sufficient staff with professional background, experience and expertise to provide the services required in the Statement of Work.
- 1.5.2.2 HASC staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.6 GOVERNMENT OBSERVATIONS

Federal, State and/or COUNTY, in addition to HASC, key personnel staff may observe performance activities, or review documents required under the Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the relevant aspects of contracted services.

1.7 HOURS OF OPERATION/HOLIDAYS

- 1.7.1 HASC and COUNTY staff should be available to respond to inquiries between 8:00 am and 5:00 pm, PST and provide required services.
- 1.7.2 Each DPSS EW's eight (8) or nine (9) hour workday will include two (2) 15-minute rest breaks which will be compensated by COUNTY, and either a 30-minute or 60-minute lunch break, which will not be compensated by COUNTY or otherwise. Nine (9) hour and ten (10) hours shifts require a full hour lunch break.
- 1.7.3 HASC is not required to provide services on COUNTY recognized holidays. The CCA will provide a list of COUNTY holidays to HASC on an annual basis at the beginning of each calendar year and at the time the Contract is renewed.
- 1.7.4 COUNTY may convert to a 4 day/40 hour work week. This may require a change in the hours of operation which shall be accommodated by HASC at no additional cost to COUNTY.

2.0 COUNTY FURNISHED ITEMS

2.1 Equipment

COUNTY shall furnish/install for COUNTY use, either lap top computers and printers or LEADER computer terminals, printer(s), and necessary transmission lines, telecommunication network hubs and routers at sites designated by HASC and approved by COUNTY. The terminal(s), PCs, and printer(s) shall remain the property of COUNTY. Upon termination of the Contract, COUNTY shall remove all terminals, PCs, printers, and any COUNTY-paid transmission lines.

2.2 Maintenance, Repair and Replacement

- 2.2.1 COUNTY shall provide maintenance, repair and/or replacement of its computer equipment due to normal wear and tear.
- 2.2.2 Relocation of COUNTY equipment once installed, shall be upon Participating Providers' request in advance of the requested move. HASC shall provide a minimum of sixty (60) days prior written notice to COUNTY of a planned equipment move.
- 2.2.3 Once installed, relocation of COUNTY computer equipment at Participating Providers' request may only be completed by COUNTY-authorized service technicians and shall be at Participating Providers' expense. Participating Providers shall be responsible for all expenses, such as rewiring and telephone circuit rerouting for the relocation of COUNTY computer equipment if the relocation is not required by COUNTY and requested by Participating Providers.
- 2.2.4 Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Participating Providers' request for these services shall be made in writing sixty (60) days in advance to the DPSS District Director providing the eligibility staff to the site. Any service calls required because of Participating Providers' staff handling/moving/relocating COUNTY computer equipment shall be the expense of Participating Providers.

2.3 Materials

COUNTY shall supply to HASC:

- 2.3.1 Video training tapes for civil rights, confidentiality, child abuse, elder abuse training and other State-mandated subjects.
- 2.3.2 All DPSS program benefit-related forms for HASC at start-up and ongoing, as needed. Alternatively, HASC may print many forms directly from the State and Federal websites.
- 2.3.3 An annual list of COUNTY holidays.
- 2.3.4 A supply of Civil Rights Complaint forms, PA 607, for use by participants in reporting Civil Rights complaints against COUNTY and/or Participating Providers.

2.4 Services

The COUNTY shall provide HASC with the following:

2.4.1 Trained EWs to perform the services outlined herein, and provide supervision for this staff.

2.4.2 EWs shall be assigned by COUNTY to Participating Providers as follows:

2.4.2.1 EW will be given schedules of the Participating Providers at which they are assigned to provide services.

2.4.2.2 EWs shall be assigned or reassigned at the sole discretion of the COUNTY and assignments shall be made in accordance with applicable DPSS Human Resource Division rules and regulations as set forth in agreements with employee organizations. The COUNTY will have the final decision on the designation of sites that will be provided staff, subject to the rate of applicants served and staff availability. Such assignments shall be made for times and days based upon the monthly rate of applicants served at the site, EW staff availability, EW working hours, and the site's anticipated need.

The assignment of EWs shall be made for mutually acceptable times and days based on application volume and staff availability and could result in part-time assignment.

COUNTY will make reasonable efforts to comply with HASC's requests to increase EW time at a site as soon as it is practicable, subject to COUNTY'S budgetary considerations and the factors outlined in this subparagraph 2.4.2.2.

The staff of each of the Participating Providers shall prioritize referrals of applicants to EWs for Medi-Cal consideration.

The maximum number of applications to be assigned to DPSS eligibility staff at each site will be determined by DPSS. The maximum number of applications assigned is to be in inverse proportion to the number of tasks completed by the Participating Provider on behalf of the DPSS eligibility staff at the site, i.e., EWs who complete all intake tasks will be able to process fewer applications than EWs for whom the Participating Provider completes some intake tasks.

2.4.2.3 EWs will provide service during shifts of up to eight (8), nine (9), or ten (10) hours, Monday through Friday. Shifts will be dependent upon available eligibility staff and the rate of applicants served at the site. EWs will not be available on weekends, nights, or COUNTY holidays.

2.4.2.4 COUNTY will not provide EWs at Participating Provider sites where the policy is to limit treatment given Medi-Cal patients to emergencies only, except when such limited treatment is authorized by the California Department of Health Care Services.

- 2.4.2.5 COUNTY shall make a good faith effort to replace EWs for as many hours as possible during planned absences and to continue servicing the designated Participating Providers during planned and unplanned absences within the limitations of COUNTY'S resources and personnel. COUNTY shall be under no obligation to provide a replacement EW in the event an assigned EW is temporarily absent for any reason.
- 2.4.2.6 COUNTY shall have sole responsibility for supervision of EWs and neither HASC nor any of the Participating Providers shall exercise any control or supervision of such EWs.
- 2.4.2.7 EWs will process DPSS benefit applications in accordance with applicable statutes and regulations.
- 2.4.2.8 COUNTY shall maintain logs of all persons referred for application or other eligibility services. These logs will show for each Participating Provider whether an application was taken for each referral, the action taken and the results of same. Statistical data regarding applications, exclusive of patient names, will be shared with HASC on a monthly basis.
- 2.4.2.9 COUNTY shall provide, on a monthly basis, a log of the hours EWs are assigned at each Participating Provider sites.
- 2.4.2.10 COUNTY shall assure that EWs assigned to each Participating Provider conform to the reasonable rules and regulations of the designated Participating Provider applicable to all designated Participating Provider employees. In case of conflict, COUNTY rules and regulations will govern.
- 2.4.2.11 COUNTY will ensure that EWs assigned to Participating Provider shall have direct computer access to LEADER and MEDS enabling the EWs to ascertain the application status.
- 2.4.2.12 EWs assigned to a Participating Provider where computer equipment is not available for any reason shall continue to have access to LEADER and MEDS information by phone and facsimile at no cost to the COUNTY. These EWs shall have reasonable time to process applications at a different location where LEADER/MEDS equipment is available.
- 2.4.2.13 COUNTY may provide bilingual EWs, as requested by HASC, but only to the extent that DPSS operations allow. The Participating Provider where bilingual EWs are assigned shall reimburse the COUNTY through HASC for the increased salary reasonably attributable to the bilingual capabilities of the EW. Such increased salary is equal to the "bilingual bonus" amount currently offered by DPSS to Districts whose bilingual staff workloads meet the criteria for payment of a bilingual bonus.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 Equipment

- 3.1.1 Except for the equipment listed in COUNTY Furnished Items, Section 2.0 of this Statement of Work (SOW), HASC shall require that Participating Providers provide all equipment necessary to provide the services required in this Contract.
- 3.1.2 HASC shall require that Participating Providers provide COUNTY/DPSS on-site staff with a lockable cabinet and/or drawer for which only DPSS staff will have key(s) to ensure confidentiality of DPSS records.
- 3.1.3 HASC shall require that Participating Providers provide a dedicated electrical circuit for COUNTY required computer equipment and shall provide internet access for DPSS computers.
- 3.1.4 HASC shall require that each Participating Provider provide for each EW, a private phone, access to a fax machine, and a photocopier.

3.2 Facilities

- 3.2.1. HASC shall require that each Participating Provider furnish all facilities necessary to perform all services required by this Contract at the location of the Participating Provider.
- 3.2.2 HASC shall require that Participating Providers provide COUNTY/DPSS on-site staff access to a private interviewing room with a closable door in which DPSS may conduct confidential interactions with applicants.

3.3 Personnel

HASC shall require Participating Providers to furnish all supervisory, administrative and any other staff necessary to perform all services required of them by this Contract.

3.4 Security

COUNTY and HASC shall fully cooperate with one another to ensure (1) availability of enabled computer equipment and peripherals necessary for EWs to process DPSS benefit applications at designated Participating Provider sites, and (2) authorization for the EWs located at each designated Participating Provider sites to obtain on-line access to DPSS benefit eligibility information.

- 3.4.1 HASC shall require that Participating Providers house DPSS computer terminals, printers, and any other COUNTY computer equipment at the designated Participating Provider site, and provide all reasonable security measures to ensure that the COUNTY's computer equipment, peripherals, and any case record information shall be in a locked room secure and confidentially maintained.
- 3.4.2 HASC shall require that Participating Providers restrict access to such equipment and information securitized in Section 3.4.1 to DPSS staff.

- 3.4.3 HASC shall require that Participating Providers provide all security measures relevant to DPSS's computers and other equipment and confidential data at the Participating Provider sites to ensure physical security and confidentiality are maintained.
- 3.4.4 HASC shall require that Participating Providers shall also meet any additional and reasonable security measures as required by COUNTY.
- 3.4.5 If HASC requests any change of DPSS computer terminal location, HASC shall provide a minimum of sixty (60) days prior written notice of the planned move to COUNTY, pay for all reasonable expenses of COUNTY moving the computer equipment to the new location, provide a dedicated electrical circuit for COUNTY-provided computer equipment and internet access, and shall not move said equipment but shall await COUNTY approval and COUNTY-provided technical staff who will complete the move, if approved.

3.5 Supplies

- 3.5.1 HASC shall require that Participating Providers furnish all supplies except as specified in SOW, Section 2.0, COUNTY Furnished Items, necessary to perform all services required by this Contract.
- 3.5.2 Upon the Contract's termination, HASC shall require that Participating Providers transfer to DPSS unused supplies and forms purchased by COUNTY for this Contract.

3.6 Training

- 3.6.1 HASC shall furnish child abuse, elder abuse, confidentiality, Civil Rights and Domestic Violence training for all Participating Provider staff who have direct contact with applicants for benefits to the extent the training has not been given. The training will be provided by the Participating Provider, utilizing COUNTY-provided written material and/or videos, as provided by the COUNTY at its discretion.
- 3.6.2 HASC shall require that Participating Providers furnish employee orientation and in-service training for all Participating Provider staff that have direct contact with applicants for DPSS benefits. Such training will cover all relevant aspects of the contracted services.

3.7 Services

- 3.7.1 HASC shall require that Participating Providers provide active internet connectivity at each site to permit DPSS EWs to use the faster, internet connected lap top computers.
- 3.7.2 HASC shall require that Participating Providers provide, except as specified in SOW, Section 2.0, COUNTY Furnished Items, all personnel, equipment, materials, general supervision of non-DPSS staff and other items or services reasonably necessary to assist the public and DPSS eligibility staff with the process of applying for benefits.
- 3.7.3 The maximum number of applications to be assigned to DPSS eligibility staff at each site will be determined by DPSS. The maximum number of applications assigned is to be in inverse proportion to the number of tasks completed by the Participating Provider on behalf of the DPSS eligibility staff at the site, i.e., EWs who complete all intake tasks will be able to process fewer applications than EWs for whom the Participating Provider completes some intake tasks.

- 3.7.4 If the applicant is present at the site, HASC shall require that Participating Providers provide the applicant/application to the EW on site for processing.
- 3.7.5 If the applicant is not present, and the site receives the application by mail or from an “Authorized Representative” agency representative, HASC shall require that Participating Providers forward the application by mail or messenger to the DPSS office responsible for processing mail-in applications:

Northridge Medi-Cal Regional Office
9451 Corbin Ave.
Northridge, CA 91324

- 3.7.6 Under this Contract, HASC shall require that Participating Providers only convey to Los Angeles County DPSS benefit applications from persons residing within Los Angeles County, unless the person who is a resident of another county is an inpatient at the Participating Provider within Los Angeles COUNTY’s boundaries. Benefit applications for persons residing outside Los Angeles COUNTY who are not inpatients as described above may be either delivered or mailed to the county of residence by Participating Providers. DPSS shall not be billed for any costs associated with handling benefit applications for residents other than those of Los Angeles COUNTY and inpatients in Los Angeles COUNTY.
- 3.7.7 HASC shall notify and provide to its employees, and shall require each Participating Provider to notify and provide to its employees, the State’s fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby.
- 3.7.8 Assisting the public and DPSS eligibility staff with the process of applying for benefits may also include, and is not limited to, obtaining required forms from the State website or the COUNTY, copying required forms as needed, providing application forms/packets to applicants, conducting face-to-face interviews with applicants, assisting applicants with completion of forms, requesting required documentation from applicants, preparing written comments regarding application related actions and providing those to the DPSS staff on site, setting applicant appointments with DPSS eligibility staff, contacting applicants to change or cancel appointments as needed and giving completed application packets to the DPSS eligibility staff on site.
- 3.7.9 HASC shall take the following actions for the benefit of the COUNTY:
 - 3.7.9.1 HASC shall require Participating Providers to provide organized referrals of applicants for DPSS benefits to DPSS eligibility staff at the Participating Provider sites served by DPSS.
 - 3.7.9.2 HASC shall require Participating Providers to use good faith efforts to coordinate a steady stream of applicants for DPSS benefits, either via referral of the applicant directly to the EW or via interview appointments for the EW.
 - 3.7.9.3 HASC shall require Participating Providers to provide documents received from applicants to the EW; and act as a liaison for communication between DPSS and medical staff when requested.

- 3.7.9.4 HASC shall require that each Participating Provider provides the following items for each EW assigned to such Participating Provider:
1. Adequate space suited to meet health and CAL-OSHA regulations;
 2. Private space to conduct confidential interviews;
 3. Free staff parking without deposit or other costs;
 4. A desk exclusively for the use of the assigned worker;
 5. Locked storage with two keys for use exclusively by DPSS;
 6. Chair;
 7. Telephone; and
 8. Access to photocopying equipment and fax.
- 3.7.9.5 HASC shall require that Participating Providers provide courier service to pick up and deliver to the DPSS district headquarters on a daily basis, Monday through Friday, when DPSS eligibility staff are present at the Participating Provider site, exclusive of COUNTY holidays.
- 3.7.9.6 HASC shall require that Participating Providers maintain case confidentiality in accordance with State regulations.
- 3.7.9.7 HASC shall require that Participating Providers maintain the confidentiality of any and all records and information under this Contract in accordance with all applicable Federal, State and local laws, ordinances, regulations, and directives relating to confidentiality.
- 3.7.9.8 HASC shall require that each Participating Provider inform all of its officers, employees, and agents providing service hereunder of the confidentiality provisions of this Contract.
- 3.7.9.9 HASC shall require that Participating Providers not ask for case information without the express written consent of the patient. The consent form shall be filed in the DPSS case record. Without such participant consent, case record and case-related documents are not to be reviewed by a Participating Provider. These are the Department's confidential records. An exception to this is provision of the Client Index Number (CIN) to certain State-approved healthcare centers, such as acute care hospitals needing the CIN for billing purposes.
- 3.7.9.10 HASC shall maintain a current, updated directory of all Participating Providers served by DPSS EW staff.
- 3.7.9.11 HASC shall compile and provide to COUNTY CCA and COM, or delegate, monthly reports of statistical information related to application activity at each site based on the reports provided by COUNTY to HASC pursuant to Section 1.3.1.5 of this Attachment A.

3.8 HASC Quality Control

HASC shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure COUNTY a consistently high level of service throughout the term of this Contract. The QCP, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within ten business days of CCA's request. The QCP shall include, but not be limited to, the following.

- 3.8.1 HASC shall establish a method and frequency of monitoring to ensure that Contract requirements are being met by HASC employees;
- 3.8.2 HASC shall establish a method for monitoring and evaluating work performed, including work performed by staff of any Participating Provider;
- 3.8.3 HASC shall establish a method for identifying and preventing deficiencies in the number of applications received by DPSS via this Contract and in the quality of service before the level of performance becomes unacceptable;
- 3.8.4 HASC shall keep a record of all inspections and problem resolutions conducted by HASC, the corrective action taken, the time a problem is first identified, a clear description of the problem and the time elapsed between identification of the problem and completed corrective action. Said record shall be provided to COUNTY upon request;
- 3.8.5 HASC shall establish a method for ensuring that all HASC reports provide acceptable data as required by this Contract;
- 3.8.6 Monitoring methods to be used by HASC shall include:
 - 3.8.6.1 Participant and/or public complaints;
 - 3.8.6.2 Information, reports or data that may be provided by COUNTY.

3.9 Notice of Meetings

HASC shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify HASC of the need to attend such meetings five business days in advance of each meeting. HASC may request meetings with COUNTY as needed with five business days advance notice. The advance notice requirement may be waived upon mutual consent of HASC and COUNTY.

4.0 SPECIFIC TASKS

4.1 Intermediary Services

- 4.1.1 HASC shall act as intermediary between COUNTY and HASC designated Participating Providers with on-site DPSS eligibility staff and HASC designated Participating Provider staff who assist with the process of applying for DPSS benefits. HASC shall be responsible for requiring Participating Providers to take actions as specified in this Contract, but shall not be responsible for ensuring that the Participating Providers take such action.
- 4.1.2 HASC shall require that Participating Providers with on-site DPSS eligibility staff maintain DPSS benefit program integrity and avoid inappropriate conflicts of interest in its administration.
- 4.1.3 HASC shall require that Participating Providers with on-site DPSS eligibility staff conform to Federal and State laws and regulations, including FLSA and CalOSHA, including but not limited to ergonomically correct work stations, PC/monitor positioning, lighting, work surfaces, chairs, and keyboard trays, and keep DPSS employee safety high among their commitments, including having seating arrangements where the EWs are nearest the room's exit door for safety. In addition, HASC shall require Participating Providers to adhere materially to COUNTY ordinances and DPSS benefit program policies.
- 4.1.4 HASC shall require that Participating Providers receive and process, including but not limited to, notices to the State, and necessary insurance agencies, reports within twenty-four hours of all claims for Worker's Compensation injuries or illnesses which occur and work with the State of California Insurance Fund to resolve all claims to the benefit of COUNTY.
- 4.1.5 HASC shall ensure that Equal Employment Opportunity and Confidentiality are maintained by staff of HASC and HASC shall require that Participating Providers do the same.

4.2 Operational Support

- 4.2.1 HASC shall use good faith efforts to attend all relevant planning workgroups convened by DPSS.
- 4.2.2 HASC shall respond to inquiries from and be responsive to DPSS on-site staff, District administration, and the DPSS' Benefits Program/Policy Interpretation sections.

4.3 Reporting Tasks

HASC shall make reports as may be reasonably required by the COUNTY concerning its activities as they affect the duties and purposes contained herein.

HASC may suggest changes and/or program improvements and any adjustments needed to the service provided by HASC relevant to all aspects of the contracted services. However, such changes, improvements, or adjustments shall not become effective and implemented until mutually agreed to by HASC and COUNTY.

4.4 Training

HASC shall require Participating Providers to provide orientation and training to all staff at Participating Provider sites with DPSS eligibility staff, including staff assisting applicants to apply for DPSS benefits. The training is to be provided as soon as possible and no later than thirty (30) days from the date of employment for each new staff member, and on an as-needed basis, thereafter.

ATTACHMENT B

SAFELY SURRENDERED BABY FACT SHEET

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

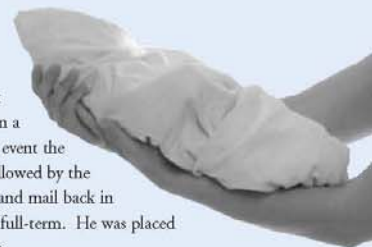
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Hospital Association of Southern California**CONTRACT NO:** 67941**CONTRACTOR CONTRACT MANAGER (CCM):**

Name: Ana Reza
Title: Vice President, Public Resources
Address: 515 South Figueroa Street, Suite 300
Los Angeles, CA 90071
Telephone: (714) 750-0788 ext 14
Facsimile: (714) 750-0904
Email Address: areza@hasc.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Jim Barber
Title: President
Address: 515 South Figueroa Street, Suite 300
Los Angeles, CA 90071
Telephone: (213) 538-0700
Facsimile: (213) 629-4272
Email Address: jbarber@hasc.org

Name: Mark Gamble
Title: Senior Vice President, Association Services
Address: 515 Figueroa Street, Suite 300
Los Angeles, CA 90071
Telephone: (213) 538-0760
Facsimile: (213) 629-4272
Email Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Ana Reza
Title: Vice President, Public Resources
Address: 515 South Figueroa Street, Suite 300
Los Angeles, CA 90071
Telephone: (714) 750-0788 ext 14
Facsimile: (714) 750-0904
Email Address: areza@hasc.org

COUNTY'S ADMINISTRATION**CONTRACT NO.** 67941**COUNTY CONTRACT PROGRAM DIRECTOR (CPD):**

Name: Nola Session
Title: Director
Address: Department of Public Social Services
3400 Aerojet Avenue
El Monte, CA 91731
Telephone: (626) 569-2901
Facsimile: (626) 312-4845
Email Address: NolaSession@dpss.lacounty.gov

COUNTY OPERATIONS MANAGERS (COM):

Name: Elaine Marshall
Title: Human Services Administrator I
Address: Department of Public Social Services
3400 Aerojet Avenue
El Monte, CA 91731
Telephone: (626) 569-2906
Facsimile: (626) 312-4845
Email Address: ElaineMarshall@dpss.lacounty.gov

Name: Faye Haywood
Title: Human Services Administrator I
Address: Department of Public Social Services
3400 Aerojet Avenue
El Monte, CA 91731
Telephone: (626) 569-2907
Facsimile: (626) 312-4845
Email Address: FayeHaywood@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: Virginia Ngernwichit
Title: COUNTY Contract Administrator
Address: Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, California 91746-3411
Telephone: (562) 908-3539
Facsimile: (562) 908-0590
Email Address: VirginiaNgernwichit@dpss.lacounty.gov

**COUNTY OF LOS ANGELES
NON-EMPLOYEE INJURY REPORT**

Dept. Name: _____ Dept. # _____
DIV. or Facility: _____
SECTION: _____
IRMIS Code #: _____

Prepared for COUNTY Counsel in defense of the COUNTY, Special Districts and employees.

INSTRUCTIONS:

All incidents involving injury to non-employees, however, minor, while on COUNTY property (owned or leased) must be reported, by the Guard, Marshal's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206.

INJURED NON-EMPLOYEE:

1. Name: _____
(Last Name) (First Name) (Middle Name)
2. Address: _____

3. Age _____ 4. Sex: ____ Male ____ Female:
4. If minor, give name of parent or guardian: _____

TIME AND PLACE:

5. Place of occurrence: _____
(Name of COUNTY Facility, Bldg., Street, Number) (City or Town)
6. Location in building: _____

7. Date of occurrence: _____ Hour _____ AM/PM.
8. Weather: _____ Clear _____ Rain
9. POLICE REPORT ☐ Yes ☐ No POLICE AGENCY REPORTING _____ STATION _____
DEPT. #: _____

DESCRIPTION OF INCIDENT:

10. What was non-employee doing? _____

11. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury:

(If necessary continue on another sheet)

12. Condition of floor, sidewalk, steps or other physical property or equipment involved:

13. Was there any defect or foreign substance or object involved? If so, describe:

14. If slip and fall: Person's shoes _____ heels _____ caps _____
(Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

15. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is underdetermined, give opinion:

TREATMENT GIVEN:

16. Was treatment given to the injured person by COUNTY personnel? _____
By whom?

Type of Treatment:

17. Was ambulance called? _____ Which company? _____
By whom? _____

18. Taken to hospital? _____

Which hospital? _____

STATEMENT BY INJURED AND WITNESSES:

(Note: Attach additional pages if needed)

19. Statement of injured as to what happened:

Witness No. 1:

Name:

_____	_____	_____
(Last Name)	(First Name)	(Initial)

Address:

_____	_____	_____
(Number)	(Street)	(City)

Telephone: _____

Statement:

Witness No. 2:

Name:

_____	_____	_____
(Last Name)	(First Name)	(Initial)

Address:

_____	_____	_____
(Number)	(Street)	(City)

Telephone: _____

Statement:

Date Report Prepared: _____

Prepared by: _____

(Print Name)

(Signature)

(Title)

Phone: _____

Dept: _____

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

<u>Company Name:</u>		
<u>Company Address:</u>		
<u>City:</u>	<u>State:</u>	<u>Zip Code:</u>
<u>Telephone Number:</u>		<u>Email address:</u>
<u>Solicitation/Contract For</u> _____ <u>Services:</u>		

The Proposer/Bidder/CONTRACTOR certifies that:

- ☐ It is familiar with the terms of the COUNTY of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles COUNTY Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/CONTRACTOR is not in default, as that term is defined in Los Angeles COUNTY Code Section 2.206.020.E, on any Los Angeles COUNTY property tax obligation; **AND**

The Proposer/Bidder/CONTRACTOR agrees to comply with the COUNTY'S Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the COUNTY of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles COUNTY Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

Date: _____

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the COUNTY and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the COUNTY fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the COUNTY.
- B. "COUNTY" shall mean the COUNTY of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "COUNTY Property Taxes" shall mean any property tax obligation on the COUNTY'S secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a CONTRACTOR in a trust or fiduciary capacity or otherwise not beneficially owned by the CONTRACTOR.
- D. "Department" shall mean the COUNTY department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the COUNTY'S process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the COUNTY of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any CONTRACTOR to keep COUNTY Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the CONTRACTOR to comply with the provisions in this chapter may prevent the CONTRACTOR from being awarded a new contract; and
- C. Provides that the failure of the CONTRACTOR to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the COUNTY by paying the outstanding COUNTY Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and COUNTY Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. CONTRACTOR shall be required to certify, at the time of submitting any bid or proposal to the COUNTY, or entering into any new contract, or renewal, extension or amendment of an existing contract with the COUNTY, that it is in compliance with this chapter is not in Default on any COUNTY Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the CONTRACTOR was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the COUNTY pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles COUNTY Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any CONTRACTOR in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each CONTRACTOR certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No CONTRACTOR shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a COUNTY contract.

C. For CONTRACTOR'S violation of any provision of this chapter, the COUNTY department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)